

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5	Page 1 of 70
2. Contract No.		3. Solicitation No. DAAE20-01-R-0083		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2001JUN29	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R ROCK ISLAND IL 61299-7630			Code W52H09	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:45pm (hour) local time 2001JUL30 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name JUDY BECHTLER-HOLZER E-mail address: BECHTLER-HOLZERJ@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-8530
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	
				18. Offer Date	

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)			25. Payment Will Be Made By	
Code			Code	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

The purpose of the Army Targetry System (ATS) Program is to improve TACOM-Rock Island's ability to rapidly support our customers' mission needs. The ATS Program aims to substantially reduce lead times and administrative costs associated with individual contract actions. This will be accomplished through the award of long-term, firm-fixed priced contracts to responsible contractors to manufacture and install various types of live-fire training ranges throughout the world. U.S. forces and/or allied forces will use these live-fire training ranges for the purpose of developing and improving their combat skills in the event they are called upon to conduct military exercises and/or participate in actual combat actions against opposing forces. This training is accomplished in various geographical locations throughout the world and in all extremes of environment. Since specific future training range requirements are unknown to us at this time, we are requesting pricing information based on the individual components. However, it is our intent, whenever possible, to place orders only for complete, installed, functional live-fire training ranges.

This ATS solicitation will result in ten-year, Indefinite Delivery Indefinite Quantity (IDIQ) multiple award contracts for live-fire training ranges. The minimum guaranteed dollar value is \$50,000 per contract. The combined total maximum dollar value of supplies and services that the Government may acquire under all contracts awarded as a result of this solicitation is \$100,000,000.

The evaluation will be based on the lowest price technically acceptable source selection process applied on a CLIN basis only. It is anticipated that at least two awards will be made for each CLIN.

*** END OF NARRATIVE A 001 ***

STAGE I - BASIC CONTRACT AWARDS

1. Contract Type: This ATS solicitation will result in ten-year, Indefinite Delivery Indefinite Quantity (IDIQ) multiple award contracts for live-fire training ranges. The Government guarantees placing a delivery order or orders for a total minimum amount of \$50,000 to every offeror receiving a contract under this solicitation. The consideration for these IDIQ contracts is the guaranteed dollar value of \$50,000. The Government is not obligated to award any delivery order or orders in excess of \$50,000. The combined total maximum dollar value of supplies and services that the Government may acquire under all contracts awarded as a result of this solicitation is \$100,000,000. There are no specified maximum dollar values associated with individual contracts. All contracts will utilize firm-fixed prices.

2. Pricing Periods:

- Pricing Period 1: Award Date - 30 Sep 2002
- Pricing Period 2: 01 Oct 2002 - 30 Sep 2003
- Pricing Period 3: 01 Oct 2003 - 30 Sep 2004
- Pricing Period 4: 01 Oct 2004 - 30 Sep 2005
- Pricing Period 5: 01 Oct 2005 - 30 Sep 2006
- Pricing Period 6: 01 Oct 2006 - 30 Sep 2007
- Pricing Period 7: 01 Oct 2007 - 30 Sep 2008
- Pricing Period 8: 01 Oct 2008 - 30 Sep 2009
- Pricing Period 9: 01 Oct 2009 - 30 Sep 2010
- Pricing Period 10: 01 Oct 2010- 30 Sep 2011

3. Segments: Contracts will be solicited and awarded in periodic segments: segment I for Small Arms Ranges, segment II for Armor Ranges, segment III for ERETS compatible hardware, etc. Except for Small Business Goal implementation, each segment stands alone for all purposes including "guaranteed minimum dollar value" and opening and closing dates. Proposals are requested for Segment I prior to the closing date. The closing date is 30JULY2001. Offers/proposals received after the segment's closing date shall be deemed late and not acceptable in accordance with FAR 15.208. This basic solicitation is for segment I, Small Arms Ranges, only. Subsequent segments will be announced via a synopsis in the Commerce Business Daily, followed by the posting of an amendment to this solicitation on our solicitation home page at <http://aaais.ria.army.mil/aaais/SOLINFO/index.htm>. Segment I, Small Arms Ranges, includes the following range types:

- CLIN 0001 - Turnkey Low Technical Small Arms Range
- CLIN 0002 - Turnkey High Technical Small Arms Range
- CLIN 0003 - Hardwired Small Arms Range
- CLIN 0004 - Radio Frequency Small Arms Range

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CLIN 0005 - Lightweight Portable Small Arms Range - Basic
CLIN 0006 - Lightweight Portable Small Arms Range - Deluxe

It is anticipated that Segment II, Armor Ranges, will include the following range types:

Hardwired Armor Ranges
Radio Frequency Armor Ranges
Lightweight Portable Armor Ranges.

Requirements for subsequent segments have not been defined sufficiently for publication.

4. Multiple Proposals: Offerors are encouraged to submit multiple technical proposals presenting different basic approaches. Each technical proposal submitted will be separately evaluated and the submitter will be notified as to its acceptability. Interested parties may choose to participate in one or more segments. Offerors may submit proposals for one or more CLINs within each segment.

5. Source Selection Process: The evaluation will be based on the lowest price technically acceptable source selection process applied on a CLIN basis only. The evaluation of technical proposals submitted in response to this solicitation shall be conducted on a go/no-go basis, but not ranked. Multiple awards will be made for each CLIN to responsible contractors on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price factors. See sections L and M for details on proposal submissions and evaluation.

6. Operation and Support Costs: Operation and support (O & S) costs will be evaluated for reasonableness in the source selection process. Due to budget constraints and reduced resources, the Army can no longer afford to purchase equipment with high maintenance and support costs. Each offeror is required to provide O & S costs on the worksheets applicable to their offer (explained further in sections L and M). Any task not identified and listed, or any task that is significantly understated in terms of time, material, and/or frequency shall be covered by the warranty. Also, if the Operation and Support Costs are understated by approximately 10% or higher, the Government reserves the right to re-calculate Operation and Support costs for evaluation purposes at the delivery order stage.

7. Contract Awards: It is anticipated that at least two awards will be made for each CLIN (with the possible exception of CLIN 0005, Lightweight Portable Basic). The actual number of awards will be limited, at the sole discretion of the Contracting Officer, to the minimum number of contractors needed to assure adequate competition of delivery orders, adequate capacity to meet user requirements, and attainment of small business goals. Contractors receiving awards for more than one CLIN will be combined on one contract. The following example demonstrates the overall plan:

	Company A	Company B	Company C	Company D
Small Arms Ranges:				
Turnkey Low Technical	X		X	
Turnkey High Technical				
Hardwired	X			X
Radio Frequency	X	X		
Lightweight Portable Basic				X
Lightweight Portable Deluxe			X	X
Armor Ranges:				
Hardwired		X		X
Radio Frequency		X		X
Lightweight Portable	X	X		
ERETS Compatible Equipment	X		X	X

In the example above, Company A would first receive a contract under Segment I for Turnkey Low Technical Small Arms Ranges, Hardwired Small Arms Ranges, and Radio Frequency Small Arms Ranges. During Segment II, a CLIN would be added to Company A's contract for Lightweight Portable Armor Ranges. During Segment III, a CLIN would be added for ERETs Compatible Equipment. The above is just an example and the number of X's shown does not signify the number of awards that will be made for that CLIN.

STAGE II - DELIVERY ORDER PLACEMENT

1. Fair Opportunity: The Government intends to provide all multiple award contractors a fair opportunity in the placement of delivery orders. Factors that may influence the placement of an order are:

- a. Price and price related factors (operation and support costs)

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- b. Past performance on previous orders under the contract (see performance risk below)
- c. Potential impact on other orders placed with the contractor
- d. Minimum order requirements

2. Exceptions to the Fair Opportunity Procedures: The exceptions to the fair opportunity are as follows:

- a. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- b. Only one awardee is capable of providing the required supplies or services at the level of quality required because the supplies or services ordered are unique or highly specialized
- c. The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract.
- d. It is necessary to place an order to satisfy a minimum guarantee.
- e. Orders set aside for Small Business (see paragraph 9 below)

3. No Protest Rule and Ombudsman: In accordance with FAR 16.505(a)(6), no protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract. The designated Ombudsman is Major Mark Hicks (TACOM-Rock Island, Illinois), office symbol AMSTA-AQ-AR, (309) 782-3224, e-mail, hicksm@ria.army.mil. The ombudsman will review complaints from the contractors and ensure all contractors are afforded a fair opportunity consistent with the procedures in this contract.

4. Competitive Order Placement: Whenever possible and practical, it is the Government's intent to request prices through a competitive order process based on individual delivery order statements of work. Such orders will be competed between contractors who have been awarded a contract for the required range type (CLIN). Qualified contractors will be asked to submit a "Delivery Order Proposal" containing the information shown in the sample format at attachment 010. Generally, contractors will be allowed two weeks to respond to a request for a delivery order proposal. However, response times may vary depending on the content and complexity of the delivery order statement of work. The proposal response may be due as early as five working days after the request. Proposals may be requested on a FOB Destination basis (CONUS only). The Government intends to award Delivery Orders without discussions with offerors. However, the Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

5. The Government intends to award competitive Delivery Orders to those offerors whose proposal represents the best value to the Government. The trade-off analysis will be based on the following selection criteria:

- a. Price (always) - The total proposed price together with Operation and Support Costs (calculated by the Government based on the contractor's proposal and adjusted for understated costs)
- b. Performance Risk (always) - (see paragraph 6 below)
- c. Technical (as needed) - (see paragraph 7 below)

Relative Importance: When the Technical criterion is used, Technical is more important than Performance Risk and Performance Risk is slightly more important than Price. When the Technical criterion is not used, Performance Risk is slightly more important than Price. In either case, as ratings for all offerors in the non-price criteria tend to equalize, price may become more important. Although price is not the most important consideration, it could be controlling. When an otherwise superior proposal is not affordable, is unreasonably priced, or is not worth the premium, price could be the deciding factor.

6. Performance Risk Report Records: Once a delivery order is awarded and as work proceeds under this contract, a performance Risk Report Record will be established for each contractor. This performance Risk Report Record will be updated and maintained throughout the life of this contract based on delivery order performance and will be used in the evaluation of delivery order proposals. Information, including but not limited to, adherence to delivery schedules including data deliverables, frequency and responsiveness to warranty claims, overall quality/good workmanship, level of cooperative behavior, commitment to customer satisfaction, understated operation and support costs, number and severity of problems and effectiveness of corrective actions will be collected and maintained. Any adverse or negative performance information collected will be provided to the contractor for rebuttal. The contractor will be allowed a reasonable amount of time (based on the extent of the problem) to respond. This response will become part of the record. Until such time that a Performance Risk Report Record is established for each contractor, a neutral/unknown performance risk rating will be used in the evaluation of delivery order proposals.

An evaluation rating, based on this performance risk report record will be assigned for use in the evaluation of Delivery Order proposals. This evaluation rating will be assigned using the following adjectival-narrative rating criteria:

Very Low Risk: Based on the offeror's performance, very little doubt exists that the offeror will successfully perform the required

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effort.

Low Risk: Based on the offeror's performance, little doubt exists that the offeror will successfully perform the required effort.

Moderate Risk: Based on the offeror's performance, some doubt exists that the offeror will successfully perform the required effort.

High Risk: Based on the offeror's performance, significant doubt exists that the offeror will successfully perform the required effort. A contractor assigned this rating based on continual poor performance may not be offered an opportunity to participate for delivery orders as determined by the Contracting Officer.

Neutral: A level of risk could not be determined and is unknown. No Delivery Orders have been awarded yet to the offeror under this contract.

7. Technical: There may be times when the Government desires technical capabilities that exceed the minimum requirements as described in the Performance Descriptions, and/or desires faster deliveries than specified in section F of this solicitation. In those cases, the Government may be willing to pay a higher price for the added benefit. Therefore, the Government reserves the right to request and evaluate technical proposals.

8. Non-Competitive Order Placement (Economic Price Adjustment): As stated above, it is the Government's intent to request prices competitively for the placement of orders. However, the Government reserves the right to place orders using the offerors' initial proposed prices from Stage I. Since prices are only proposed for pricing period 1, the Government will calculate price escalation for orders placed during pricing periods 2 through 10 using the Bureau of Labor Statistics Data Producer Price Index Series 3999 (Manufacturing Industries). Offerors will be bound to those escalated unit prices. Price escalation (for pricing periods 2 through 10) for segment I (small arms ranges) will be calculated from August 2001 to the month of order issuance. Regardless of the cost during the performance of this contract, price adjustments shall be made only as provided herein. The Government shall calculate the price multiplier as follows:

$$\text{Multiplier} = \frac{\text{Preliminary Index for Order Month} - \text{August 2001 Index}}{\text{August 2001 Index}}$$

For example, assuming a proposed price of \$100, an August 2001 Index of 127.7 and a preliminary index for the order month of 132.5, the multiplier and order price would be calculated as follows:

$$\text{Multiplier} = (132.5 - 127.7) / 127.7 = 0.0376$$

$$\text{Order Price} = \$100.0 \times 1.0376 = \$103.76$$

In the event the selected index is discontinued, or substantially altered, the parties shall mutually agree upon an appropriate substitute to be effective as of the date of index discontinuance or alteration. Failure to reach an agreement shall be subject to the "Disputes" clause of this contract.

9. Small Business Set-Asides: This provision applies to the Army Targetry System Program as a whole rather than individual segments. The overall goal for small business participation is 40% of the annual dollar value of ATS delivery orders. In an attempt to achieve this goal, approximately 25% of the annual dollar value of delivery orders awarded under the Army Targetry Systems (ATS) contracts will be set-aside for exclusive small business participation. It is anticipated that the remaining 15% of the goal will be achieved through orders issued to small businesses under non-set-aside conditions. The set-aside percentage of 25% will be reviewed and adjusted at least annually or as needed towards achievement of the 40% overall goal. Small business set-asides will only be considered when the Contracting Officer has the reasonable expectation that at least two responsible small business concerns are available to meet the requirement at a fair and reasonable price.

10. Site Visits and Communications with Government Representatives at Installations Sites: Subject to the terms and conditions stated herein, offerors are urged to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. No legal liability on the part of the Government for offerors' bid and proposal preparation costs, to include costs associated with site visits, shall occur. Offerors are advised that the cost of any response to, or other costs incurred as a result of a delivery order proposal request is the offerors' responsibility. The following general information is provided regarding visits to the proposed performance site(s).

a. There should be no communication with range personnel without the Contracting Officer's express written approval. Such action could result in the contractor being excluded from consideration for placement of that order.

b. The contractor shall contact the Contracting Officer for specific instructions and guidance regarding the site visit. The Contracting Officer will plan and coordinate the site visit with the on-site Government representative and will notify the contractor regarding approval/disapproval to conduct the site visit.

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c. The Government will determine whether a formal pre-proposal conference or site visit will be held. The decision to hold a formal conference or site visit will be dependent upon such things as the complexity of the specific requirement, schedule constraints, unusual site conditions, etc. If a formal conference or site visit is not conducted, contractors may be granted individual access for a site visit.

d. All access to a proposed performance site shall be on a not-to-interfere-with-training basis.

*** END OF NARRATIVE A 002 ***

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
<p>(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.</p> <p>(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.</p> <p>(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.</p>			

(AA7020)

A-2	52-201-4501	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
	TACOM-RI		
<p>a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.</p>			
<p>b. If you think that this solicitation:</p>			
<p>1. has inappropriate requirements; or</p>			
<p>2. needs streamlining; or</p>			
<p>3. should be changed</p>			
<p>you should first contact the buyer or the Procurement Contracting Officer (PCO).</p>			
<p>c. The buyer's name, phone number and address are on the cover page of this solicitation.</p>			
<p>d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:</p>			
<p>U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223 Electronic Mail Address: amsta-aq-ar@ria.army.mil</p>			
<p>e. If you contact the Ombudsman, please provide him with the following information:</p>			
<p>(1) TACOM-RI solicitation number;</p>			

Name of Offeror or Contractor:

- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.
- (End of clause)

(AS7006)

A-3	52.211-4506	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS	DEC/1997
	TACOM-RI		

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	PRICE \$
CLIN	PRICE \$
CLIN	PRICE \$
CLIN	PRICE \$

(End of clause)

(AS7008)

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A-4 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED JUN/2001
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-5 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-6 52.246-4506 NOTICE OF HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM OCT/2000

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TACOM-RI REQUIREMENT - ALTERNATE II

(a) Your attention is drawn to Section E clause ES7025 entitled "Higher Level Contract Requirement, TACOM Quality System Requirement - Alternate II." Please note that this clause specifies a minimum quality requirement of compliance with an ISO 9002 system for performance of this contract. This means that although your in-house quality system may be based on international, commercial, or national quality standards, it must comply with the requirements of ISO 9002. Clause ES7025 of this document requires that you, the offeror, represent the level of quality system that you will utilize on the resultant contract.

(b) Certification of compliance for the quality system you identify in clause ES7025 by an independent standards organization or auditor is not required under this contract.

(End of clause)

(AS7025)

A-7 52.246-4538 CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2 JUN/1998
TACOM-RI

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

Authorized Ordering Activities: Only TACOM-Rock Island is authorized to issue delivery orders under the resulting multiple award contracts.

In as much as many of the items procured under this contract will not be assigned National Stock Numbers (NSNs), any clause contained in this solicitation/contract, i.e., the Accountability Instructions clause, would be modified by substituting "NSN" with some type of item identifier, such as part number. Any documents requiring the insertion of an NSN number shall use the part number instead.

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>TURNKEY LOW TECHNICAL SMALL ARMS RANGE</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>DESCRIPTION/SPECS./WORK STATEMENT:</u></p> <p>INCLUDES:</p> <p>RANGE CONTROL STATION (RCS) STATIONARY INFANTRY TARGET MECHANISM (SIT) DOUBLE TARGET LIFTER SIT (DSIT) MUZZLE FLASH SIMULATOR (MFS) THERMAL OUTLETS INSTALLATION TRAINING MANUALS 3YR WARRANTY</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: DESTINATION ACCEPTANCE: DESTINATION</p> <p><u>Deliveries or Performance</u></p> <p>F.O.B. ORIGIN</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0002	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>TURNKEY HIGH TECHNICAL SMALL ARMS RANGE</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>DESCRIPTION/SPECS./WORK STATEMENT:</u></p> <p>INCLUDES:</p> <p>RANGE CONTROL STATION (RCS) STATIONARY INFANTRY TARGET MECHANISM (SIT) DOUBLE TARGET LIFTER SIT (DSIT) MUZZLE FLASH SIMULATOR (MFS) MOVING INFANTRY TARGET (MIT) THERMAL OUTLETS MILES CABLES INSTALLATION TRAINING MANUALS 3YR WARRANTY</p> <p><u>Inspection and Acceptance</u></p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>F.O.B. ORIGIN</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>COE/HARDWIRED SMALL ARMS RANGE</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>DESCRIPTION/SPECS./WORK STATEMENT</u></p> <p>INCLUDES:</p> <p>RANGE CONTROL STATION (RCS)</p> <p>STATIONARY INFANTRY TARGET MECHANISM (SIT)</p> <p>DOUBLE TARGET LIFTER SIT (DSIT)</p> <p>MUZZLE FLASH SIMULATOR (MFS)</p> <p>MOVING INFANTRY TARGET (MIT)</p> <p>SOUND EFFECT SIMULATOR (SES)</p> <p>SES STAND ALONE KIT</p> <p>MILES SHOOTBACK DEVICE (MSD)</p> <p>MILES CABLES</p> <p>INSTALLATION</p> <p>TRAINING</p> <p>MANUALS</p> <p>3YR WARRANTY</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>F.O.B. ORIGIN</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				
0004	<p><u>Supplies or Services and Prices/Costs</u></p> <p><u>COE/RADIO FREQUENCY SMALL ARMS RANGE</u></p> <p>SECURITY CLASS: Unclassified</p>				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	<p><u>DESCRIPTION/SPECS./WORK STATEMENT:</u></p> <p>INCLUDES:</p> <p>RANGE CONTROL STATION (RCS) RANGE CONTROL COMPUTER (RCC) HAND HELD CONTROLLER (HHC) STATIONARY INFANTRY TARGET MECHANISM (SIT) DOUBLE TARGET LIFTER SIT (DSIT) MOVING INFANTRY TARGET (MIT) SOUND EFFECT SIMULATOR (SES) SES STAND ALONE KIT MILES SHOOTBACK DEVICE (MSD) MILES CABLES MUZZLE FLASH SIMULATOR (MFS) INSTALLATION TRAINING MANUALS 3YR WARRANTY</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>F.O.B. ORIGIN</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Supplies or Services and Prices/Costs</u></p> <p><u>LT WT PORTABLE SM ARMS RANGE - BASIC</u></p> <p>SECURITY CLASS: Unclassified</p> <p><u>DESCRIPTION/SPECS./WORK STATEMENT:</u></p> <p>INCLUDES:</p> <p>HAND HELD CONTROLLER (HHC) STATIONARY INFANTRY TARGET (SIT) TRAINING MANUALS 3YR WARRANTY</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p><u>Deliveries or Performance</u></p> <p>F.O.B. ORIGIN</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>LT WT PORTABLE SM. ARMS RANGE - DELUXE</u>				
	SECURITY CLASS: Unclassified				
	<u>DESCRIPTION/SPECS./WORK STATEMENT:</u>				
	INCLUDES:				
	RANGE CONTROL STATION (RCS) RANGE CONTROL COMPUTER (RCC) HAND HELD CONTROLLER (HHC) STATIONARY INFANTRY TARGET (SIT) DOUBLE TARGET LIFTER SIT (DSIT) MOVING INFANTRY TARGET (MIT) SOUND EFFECT SIMULATOR (SES) SES STAND ALONE KIT MILES SHOOTBACK DEVICE (MSD) MUZZLE FLASH SIMULATOR (MFS) TRAINING MANUALS 3YR WARRANTY				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Destination ACCEPTANCE: Destination				
0007	<u>Deliveries or Performance</u>				
	F.O.B. ORIGIN				
	(End of narrative B001)				
	<u>Packaging and Marking</u>				
	<u>Supplies or Services and Prices/Costs</u>				
	<u>DATA ITEM</u>			\$ ** NSP **	\$ ** NSP **
	SECURITY CLASS: Unclassified				
	Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.				
	A DD 250 IS NOT REQUIRED.				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: DestinationACCEPTANCE: Destination</div>				

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

THE U.S. ARMY HAS A CONTINUING NEED TO CONDUCT LIVE-FIRE TRAINING BY U.S. FORCES AND/OR ITS ALLIES FOR THE PURPOSE OF DEVELOPING AND IMPROVING THEIR COMBAT SKILLS IN THE EVENT THEY ARE CALLED UPON TO CONDUCT MILITARY EXERCISES AND/OR PARTICIPATE IN ACTUAL COMBAT ACTIONS AGAINST OPPOSING FORCES. SUCCESSFUL OFFERORS MUST BE ABLE TO MANUFACTURE AND INSTALL VARIOUS TYPES OF TARGETRY MECHANISMS ON ARMY INSTALLATIONS IN VARIOUS GEOGRAPHICAL LOCATIONS THROUGHOUT THE WORLD AND IN ALL EXTREMES OF ENVIRONMENT. FOR SPECIFIC REQUIREMENTS, REFER TO THE ATTACHED PERFORMANCE DESCRIPTIONS AS FOLLOWS:

- ATTACHMENT 001 - TURNKEY LOW TECHNICAL SMALL ARMS RANGES
- ATTACHMENT 002 - TURNKEY HIGH TECHNICAL SMALL ARMS RANGES
- ATTACHMENT 003 - HARDWIRE SMALL ARMS RANGES
- ATTACHMENT 004 - RADIO FREQUENCY SMALL ARMS RANGES
- ATTACHMENT 005 - LIGHTWEIGHT PORTABLE SMALL ARMS RANGES

*** END OF NARRATIVE C 001 ***

Capacity: Offerors must have the capability and capacity to deliver and install all items required for two complete and operational live-fire training ranges per month. This minimum is applied on a contract basis only, not a CLIN basis. For example, a contractor with three CLINs is not expected to have a capacity for six ranges per month.

*** END OF NARRATIVE C 002 ***

Product Consistency: Product consistency is required throughout the life of this contract. The offeror's Technical Proposal for those items found to be technically acceptable will be incorporated into the award document. The Government must approve any proposed changes to the configuration after award. It is anticipated that unnecessary changes will be disapproved. You are encouraged to establish long-term agreements with your suppliers and subcontractors to insure continued availability of all components.

*** END OF NARRATIVE C 003 ***

Training: Training, conducted in accordance with the Performance Description, including manuals, shall be completed satisfactorily prior to final acceptance of the range(s) ordered under this contract unless otherwise negotiated between both parties. The contractor shall provide proposed training dates at least 30 days prior to the actual training course to insure that range personnel are available for training. A training plan shall be provided to the Contracting Officer, outlining the length of the course, time of each segment within the prescribed course and what shall be taught in each segment. This training plan shall be provided to the Contracting Officer 30 days after the Target Interface Inspection (TII) completion or within 45 days of actual training, whichever is longer. The training plan will be reviewed by the Contracting Officer and returned to the contractor with required changes. A continuation training package shall be provided to the Contracting Officer within 90 days after award for each range (CLIN). A copy of the continuation training package shall be provided to each range at time of training.

*** END OF NARRATIVE C 004 ***

Manuals: The contractor shall deliver 2 copies of fully developed, complete manuals made in accordance with the Performance Description to the Contracting Officer within 60 days after delivery order award. Manuals received with missing information will be found unacceptable and will be returned for completion and re-submission. The Contracting Officer shall provide any comments to the contractor within 30 days after receipt. The contractor shall incorporate all comments and provide 2 copies of the final manuals to the Contracting Officer at the time of the first training on each component of the range. The contractor shall provide any changed pages and updates of any of these manuals as they occur during the life of the contract in digital and hardcopy format.

*** END OF NARRATIVE C 005 ***

Target Interface Inspection/Site Visit Inspection: The contractor shall be required to attend a Target Interface Inspection (TII) or a Site Visit Inspection (SVI) to identify problems or areas of concern that the contractor may have on installing targetry on a particular site. The Government will schedule this range site visit. The contractor will be given a minimum of 14 days notice of a TII or SVI and at least 3 days notice if dates change prior to the visit. The contractor is responsible for documenting the results of any TII or SVI to include any potential or real problems that may prevent timely performance of the delivery order. Documentation must be submitted to the Contracting Officer within 5 working days of the completion of the TII or SVI.

*** END OF NARRATIVE C 006 ***		
Regulatory Cite	Title	Date
C-1 52.210-4511 TACOM-RI	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	MAR/1994

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

NA

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances .

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

NA

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

NA

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

C-2	52.225-4502	STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION	FEB/1992
	TACOM-RI		

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of clause)

(CS7103)

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SECTION D - PACKAGING AND MARKING

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4503 TACOM-RI	PACKAGING REQUIREMENTS (COMMERCIAL)	FEB/2000

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL
Level of Packing: COMMERCIAL
Quantity Per Unit Package: SEE BELOW
Quantity of Unit Packages Per Intermediate Container: SEE BELOW

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked

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in accordance with MIL-STD-129, Revision N, Date 15MAY97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: NONE

(End of clause)

(DS6413)

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SECTION E - INSPECTION AND ACCEPTANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4025	HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT -	OCT/2000
	TACOM-RI	ALTERNATE II	

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention and (2) process control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9002 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9002, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9003 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- () ISO 9001
- () ISO 9002
- () QS 9000
- () ANSI/ASQ 9001
- () ANSI/ASQ 9002

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7025)

E-4	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	TACOM-RI		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

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- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

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SECTION F - DELIVERIES OR PERFORMANCE

Deliveries: Each delivery order will be issued with firm delivery dates in Section B. Delivery periods for Segment I (Small Arms Ranges) will be established as follows:

CONUS Range Deliveries: The delivery period for CONUS range installation shall be 90 days to produce, assemble, deliver, install and complete contractor testing on all items in accordance with the requirements of the Performance Description. The contractor must notify the contracting officer at least 5 days prior to Government final inspection and testing. The Government shall have a maximum of 7 additional days for Qualification testing or 3 additional days for Range Acceptance testing and interim acceptance of the range. The contractor shall have up to a maximum of 15 days thereafter to complete the training required for final acceptance of the range. Consequently, the number of days that will be allocated in Section B for complete acceptance of CONUS ranges will be 117 days total time after delivery order issuance for ranges requiring Qualification testing or 113 days for follow-on ranges requiring only Range Acceptance testing.

OCONUS Range Deliveries: The delivery period for OCONUS range installation shall be as outlined for Standard CONUS ranges above with the exception that the Government shall have an additional 30 days in order to perform a partial acceptance of the contractors equipment* and to ship the equipment to the overseas destination FOB origin. Consequently, the number of days that will be allocated in Section B for complete acceptance of OCONUS ranges will be 147 days total time after a delivery order issuance for ranges requiring Qualification testing or 143 days for follow-on ranges requiring only Range Acceptance testing.

*A partial acceptance of the contractors equipment, based on count and condition (no payment will be granted until range is accepted), will be granted upon delivery of the complete manifest of hardware for a single site to the Government's Quality Assurance Representative at the contractor's plant, prior to transshipment.

Time is of the essence. Offerors must comply with the delivery requirements specified herein regardless of any of the modifications that must be made to meet the minimum requirements of the Performance Description.

*** END OF NARRATIVE F 001 ***

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-29	F.O.B. ORIGIN	JUN/1988
F-3	52.247-34	F.O.B. DESTINATION	JAN/1991
F-4	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-5	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
F-6	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air

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and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	Regulatory Cite	Title	Date
G-1	52.232-4503 TACOM-RI	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name_____

Address_____

City & State_____

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(GS7015)

(End of Clause)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-4	52.228-4500 TACOM-RI	REQUIRED INSURANCE	NOV/1993

Pursuant to paragraph (a) of FAR Clause 52.228-5 entitled Insurance - Work on a Government Installation, the contractor shall procure and maintain during the entire period of performance under this contract the following insurance:

TYPE	AMOUNTS
Workmen's Compensation	As required by Law
Employer's Liability	Minimum liability limit \$100,000
Comprehensive General Liability	Minimum bodily injury limits, \$500,000 peroccurrence
Comprehensive Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurence for bodily injury and \$20,000 per occurence for property damage.

(End of Clause)

(HS6700)

H-5	52.245-4506 TACOM-RI	GOVERNMENT FURNISHED PROPERTY	OCT/1994
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Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 006 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment number 006 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment number 006 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to

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Name of Offeror or Contractor:

unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-6	52.246-4500	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	MAY/2000
	TACOM-RI		

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are bechtler-holzerj@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-6558, ATTN: JUDY BECHTLER-HOLZER and (309) 782-8054 (ATTN: Louise Kalal).

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

(1) The FMS/MAP copies may be submitted to:
NA

(End of Clause)

(HS6510)

H-7	52.239-4500	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
	TACOM-RI		

a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.

b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

H-8	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

Name of Offeror or Contractor:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	MAY/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-12	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-13	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-14	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-15	52.215-16	FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-16	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-17	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-18	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2000
I-21	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-22	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-23	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-24	52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2001
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-27	52.222-29	NOTIFICATION OF VISA DENIAL	FEB/1999
I-28	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-31	52.223-5	POLLUTION, PREVENTION AND RIGHT-TO-KNOW-INFORMATION	APR/1998
I-32	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-33	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001
I-34	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-35	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-37	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-38	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-39	52.227-3	PATENT INDEMNITY	APR/1984
I-40	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-41	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-42	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-43	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JAN/1991
I-44	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-45	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999

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I-46	52.232-1	PAYMENTS	APR/1984
I-47	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-48	52.232-11	EXTRAS	APR/1984
I-49	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-50	52.232-16	PROGRESS PAYMENTS - ALTERNATE I	MAR/2000
I-51	52.232-16	PROGRESS PAYMENTS -ALTERNATE III	MAR/2000
I-52	52.232-17	INTEREST	JUN/1996
I-53	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-54	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-55	52.232-25	PROMPT PAYMENT	MAY/2001
I-56	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-57	52.233-1	DISPUTES	JAN/1999
I-58	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-59	52.236-2	DIFFERING SITE CONDITIONS	APR/1984
I-60	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-61	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-62	52.242-13	BANKRUPTCY	JUL/1995
I-63	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-64	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-65	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2001
I-66	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-67	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-68	52.248-1	VALUE ENGINEERING	FEB/2000
I-69	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-70	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-71	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-72	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	MAR/1999
I-73	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-74	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-75	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-76	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-77	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-78	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-79	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-80	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-81	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-82	252.222-7002 DFARS	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-83	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-84	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-85	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-86	252.225-7010 DFARS	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	AUG/2000
I-87	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-88	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-89	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000

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	DFARS		
I-90	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
	DFARS		
I-91	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES	OCT/1992
	DFARS		
I-92	252.225-7037	DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS	AUG/2000
	DFARS		
I-93	252.225-7041	CORRESPONDENCE IN ENGLISH	JUN/1997
	DFARS		
I-94	252.225-7042	AUTHORIZATION TO PERFORM	JUN/1997
	DFARS		
I-95	252.227-7014	RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER	JUN/1995
	DFARS	SOFTWARE DOCUMENTATION	
I-96	252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
	DFARS		
I-97	252.228-7003	CAPTURE AND DETENTION	DEC/1991
	DFARS		
I-98	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
	DFARS		
I-99	252.229-7001	TAX RELIEF - ALTERNATE I	JUN/1997
	DFARS		
I-100	252.229-7003	TAX EXEMPTIONS (ITALY)	JUN/1997
	DFARS		
I-101	252.229-7006	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
	DFARS		
I-102	252.229-7007	VERIFICATION OF UNITED STATES RECEIPT OF GOODS	JUN/1997
	DFARS		
I-103	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-104	252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
	DFARS		
I-105	252.232-7008	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
	DFARS		
I-106	252.233-7001	CHOICE OF LAWS (OVERSEAS)	JUN/1997
	DFARS		
I-107	252.235-7003	FREQUENCY AUTHORIZATION	DEC/1991
	DFARS		
I-108	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
I-109	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
	DFARS		
I-110	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
	DFARS		
I-111	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-112	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		
I-113	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
	DFARS		
I-114	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
	DFARS		
I-115	52.204-1	APPROVAL OF CONTRACT	MAR/1989

This contract is subject to the written approval of MARGARET L. ROWE (for Obligations over \$5,000,000.00) and shall not be binding until so approved.

(End of clause)

(IF6085)

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Name of Offeror or Contractor:

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31JANUARY2013.

(End of clause)

(IF6036)

I-119 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS MAY/2001

(a) Definitions. As used in this clause -

Small disadvantaged business concern means, an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, as offeror must receive certification as a small disadvantaged business concern by the Small business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means as institution determined by the Secretary of Education to meet the requirement of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), land the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of SEE NOTE BELOW percent to the price of all offers, except -

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equated or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of

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Name of Offeror or Contractor:

the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or to any group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for -

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of material, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

NOTE: THIS CLAUSE IS CURRENTLY SUSPENDED, HOWEVER, IT MAY BE REINSTATED AND INCORPORATED INTO THIS CONTRACT AT A LATER DATE.

(IF6093)

I-120	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE	JUN/1998
	DFARS	THE UNITED STATES	

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall -

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U. S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U. S. nationals and are in-country on a non-transitory basis, register with the U. S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is -

- (1) A foreign government;
- (2) A representative of a foreign government; or

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Name of Offeror or Contractor:

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP, telephone, (703)695-8491.

(End of clause)

(IA6502)

I-121	52.246-4524	TAILORABLE WARRANTY	NOV/1988
	TACOM-RI		

1. COST. This warranty reestablishes that the contractor is obligated to deliver supplies which meet contractual requirements and that obligation does not end with acceptance by the Government. Since this warranty does not impose additional requirements on the contractor, it is provided at no cost.

2. DEFINITIONS:

a. "Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies or approves specific services as partial or complete performance of the contract.

b. "Design and Manufacturing Requirements" are defined as those structural and engineering plans and manufacturing particulars, including but not limited to, precise measurements, tolerances, materials, and finished product tests for the system being produced.

c. "Defect," or failure, is any condition or characteristic in any supplies or services furnished under the contract, that is not in compliance with the requirements of the contract.

d. "Supplies" are the production items and each component thereof furnished by the contractor under this contract.

e. "Systemic Failure" is a classification of failures which occurs or may occur, with a frequency, pattern, or sameness to indicate a logical regularity of occurrence.

3. WARRANTY. Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract or any provision of this contract concerning the conclusiveness thereof, the contractor warrants that the supplies delivered under this contract will:

a. Conform to material and workmanship requirements delineated in this contract or in any modification of this contract in effect at the time of acceptance.

b. Conform to all drawings and specifications and all design and manufacturing requirements as furnished or identified by the Government specifically in this contract or incorporated by reference in this contract.

c. Conform to all requirements delineated in the Performance Description(s) furnished under this contract.

4. DURATION. Warranty coverage shall be in effect for three (3) years from acceptance of each deliverable.

5. LIABILITY.

a. In the event the Government determines during the warranty duration, that supplies delivered under this contract fail to meet the conditions specified in paragraph 3 above, the Contracting Officer shall promptly notify the Contractor of the defect. Upon notification of the existence of a defect, the Contractor shall submit to the Contracting Officer, in writing, within 5 working days, a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any shall be undertaken. The Contracting Officer may set up a conference call with the Contractor to determine whether the defective item will be shipped back to the Contractor for corrective action or an on-site visit will occur. The contractor will, at the election of the Government:

(1) Within 14 calendar days, correct the failure at no additional cost to the Government; and/or

(2) Pay costs incurred by the Government in taking such corrective action; and/or

(3) Accept an equitable reduction in the contract price.

The action to correct the defect may include an acceptable redesign.

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- b. If the contractor becomes aware of any defect in supplies to meet the warranty prior to notification by the Government, the Contractor shall notify the Government of the defect.
- c. When items covered under this clause are returned to the contractor pursuant to this clause, the contractor will bear all transportation costs associated with the return of the items to the contractor's plant and all costs associated with their return to the original destination. The contractor will bear all responsibility for the supplies while in transit.
- d. The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price. This data may include but is not limited to such information as the description of the defect/deficiency, the cause of the defect/deficiency, corrective action(s) taken or action(s) taken to preclude possible recurrence.
6. SYSTEMIC FAILURE LIABILITY. In addition to the liability of paragraph 5 above, claims for correction of a systemic failure shall be invoked by the Contracting Officer giving written notice to the contractor that a systemic failure exists in supplies delivered under this contract. Corrective action must address the entire contract quantity. If the systemic failure is determined to be the result of a design deficiency, redesign must be considered.
7. MARKING AND PACKING OF WARRANTED SUPPLIES.
- a. The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.
- b. The Contract Line Items and components listed below shall be identified and marked with respect to warranty requirements, and manufacturer's identification, in accordance with the warranty and manufacturer's identification marking requirements of MIL-STD-129, "Marking for Shipments and Storage" and MIL-STD-130, "Identification Marking of US Military Property." The method of applying the marking must be acceptable to the Contracting Officer. The applicable Contract Line Items and components are the following: See Section B.
8. EXCEPTIONS.
- a. The prime contractor shall not be required to provide the warranties specified in paragraph 3 above on any property furnished to that contractor by the Government except for (1) defects in installation, (2) installation or modification in such a manner that invalidates a warranty provided by the manufacturer of the property, or (3) modifications made to the property by the prime contractor or a subcontractor thereof.
9. DISPUTES. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights the Government may have under any other clause of the contract. This clause shall not be construed as obligating the Government to increase the contract price. Disputes arising under this clause will be resolved in accordance with the clause of this contract entitled "Disputes."
10. DELAYS. In no event shall the Government be responsible for any extension or delays in scheduled deliveries or periods of performance under this contract as a result of contractor's obligations to correct defects, nor shall there be any adjustment for delivery schedule or period of performance as a result of correction of defects.
11. REPLACED OR REPAIRED SUPPLIES. Any supplies or parts thereof corrected or furnished in replacement shall also be subject to the conditions of this clause to the same extent as supplies initially accepted. The warranties, with respect to these supplies or parts shall expire at the same time as the warranty for the parts which they replace. These warranties will not, in any way be voided by any Government performed repair, accomplished in accordance with standard Military Service maintenance procedures, or any supply, or component thereof, covered by these warranties.

(End of Clause)

(IS6030)

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production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-123 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of

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the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-124	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-125	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-126	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	JAN/1999
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(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

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(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference.

(ii) Otherwise successful offers from small business concerns.

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

I-127

52.222-20

WALSH-HEALEY PUBLIC CONTRACTS ACT

DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

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(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-128 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-129 52.229-XX CALIFORNIA SALES AND USE TAX (AL 92-1) MAY/1992

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Clause)

(IF7002)

I-130 52.242-12 REPORT OF SHIPMENT (RESHIP) JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

Message Example:

REPSHIP FOR T.O. 81 JUN 01

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TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY*

IN CAR NO.XX 123456**-GBL***-C98000031****CONTRACT DLA...ETA****-JUNE 5 JONES & CO., JERSEY CITY, N.J.

*Name of rail carrier, trucker, or other carrier.

**Vehicle identification.

***Government bill of lading.

****If not shipped by GBL, identify lading document and state whether by paid by contractor.

*****Estimated time of arrival.

(End of Clause)

(IF7221)

I-131 52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)(91-DEV-44)(AL 93-10) DEC/1989

a. Government-furnished property. (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is" will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

b. Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any-

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

c. Title in Government property. (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to

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Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract -

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon -

- (A) Issuance of the material for use in contract performance;
- (B) Commencement of processing of the material or its use in contract performance; or
- (C) Reimbursement of the cost of the material by the Government, whichever occurs first.

d. Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

e. Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

f. Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

g. Risk of loss. Unless otherwise provided in this contract, the Contractor assume the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

h. Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Change clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for -

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

i. Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

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j. Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government -

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

k. Communications. All communications under this clause shall be in writing.

l. Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7112)

I-132 52.245-9 USE AND CHARGES (DEVIATION)

APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

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(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-133 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-134 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS AUG/2000
DFARS

(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf and in Excel format at and in Excel format at

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http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:_____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

I-135	252.229-7001	TAX RELIEF	JUN/1997
	DFARS		

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: _____RATE PERCENTAGE):_____

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

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End of Clause

(IA7007)

I-136 52.246-4525 ACCOUNTABILITY INSTRUCTIONS FOR WARRANTY REPAIR SEP/1990
TACOM-RI

a. APPLICABILITY. This clause is only applicable if supplies have been delivered to the Government which are not in accordance with the terms of the contract and the warranty has been invoked. Since the reports cited in the clause are only required to be provided to the Government when the warranty is invoked, there is no additional cost as a result of these reports.

b. RETENTION OF ACCOUNTABILITY FOR GOVERNMENT ASSETS BEING REPAIRED UNDER WARRANTY. The Contractor shall maintain custodial inventory records of assets for which the Government is accountable to enable calculation of an inventory balance by NSN. Cited data item descriptions provide transaction reporting necessary for accurate physical and fiscal accounting for materiel in the Contractor's possession.

c. MATERIEL RECEIPT BY CONTRACTOR. (1) REPORTING OF RECEIPTS. The Contractor shall receive assets from the Government and shall perform an inspection and inventory within the time specified by the DD Form 1423. Assets received shall be reported in accordance with DD Form 1423. Reporting data may be obtained from DD Form 1348-A accompanying the receipt, from other documentation provided, or the contracting officer.

(2) DOCUMENT NUMBER. If assets are received with document number other than "W52H09----9---", contact addressee in paragraph (c)(1), for assignment of document number prior to induction for repair.

(3) DISCREPANCY REPORTING. Discrepancies shall be distinguished and reported by the Contractor in accordance with the DD Form 1423 as one of the following:

(i) Transportation type discrepancy: This discrepancy is evident when materiel received disagrees with the condition, quantity, or type from that property described in the bill of lading or other transportation document.

(ii) Shipping type discrepancy: This discrepancy is evident when freight is opened and the contents do not agree with the supply shipping documents.

d. SHIPMENT OF REPAIRED ITEMS. (1) SHIPMENT DOCUMENTATION. The Contractor shall use DD Form 1348-1, DOD Single Line Item Release/Receipt Document, for return of materiel. The return instructions must be complied with, unless other modifying instructions are authorized by the Contracting Officer. Copies of all DD Forms 1348-1 shall be mailed to the addressee in paragraph (c)(1). DD Forms 1348-1 of repaired assets shall contain the serial number and the following annotation: "Pick up to B14 records, condition code A, via D6M."

(2) ITEMS NOT COVERED UNDER WARRANTY PROVISIONS. Disposition instructions shall be provided for assets which are received by the Contractor and, subsequently determined not to be applicable under the warranty clause of this contract by the Contracting Officer.

e. REPORT OF BALANCE AND/OR PHYSICAL INVENTORY COUNT. (1) BALANCE BY NSN. In accordance with the DD Form 1423 the Contractor shall report to the Government (Assigned Supply Distribution Activity (ASDA) or Management Control Activity (MCA)) an NSN balance by contract in accordance with DD Form 1423.

(2) DISCREPANCIES. Should the balance reported differ from computed balance maintained by the Government, report specified in DD Form 1423 shall be utilized to provide results of the physical count directed by the contract administration officer.

(i) Gains resulting from subtracting the quantity recorded on the Government records from the quantity physically inventoried will be posted to Government records via adjustment report by Tank, Automotive and Armament Command, (TACOM), Rock Island (RI).

(ii) Losses resulting from subtracting the quantity physically inventoried from the quantity recorded in the Government records are subject to report of survey process. The Contracting Officer will effect a finding and the subsequent determination will be included in the report of survey. The Contractor will be liable for any losses as determined by the Government's records.

(3) APPOINTING AND APPROVING AUTHORITY. The appointing and approving authority will be the Director of the TACOM-RI or authorized designee.

(End of clause)

(IS7550)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (DD1423)	25-JUN-2001	005	
Attachment 001	TURNKEY LOW TECHNICAL SMALL ARMS RANGE PERFORMANCE DESCRIPTION	27-JUN-2001	038	
Attachment 002	TURNKEY HIGH TECHNICAL SMALL ARMS RANGE PERFORMANCE DESCRIPTION	27-JUN-2001	041	
Attachment 003	HARDWIRED SMALL ARMS RANGE PERFORMANCE DESCRIPTION	27-JUN-2001	037	
Attachment 004	RADIO FREQUENCY SMALL ARMS RANGE PERFORMANCE DESCRIPTION	27-JUN-2001	042	
Attachment 005	LIGHT WEIGHT PORTABLE SMALL ARMS RANGE PERFORMANCE DESCRIPTION	27-JUN-2001	038	
Attachment 006	GOVERNMENT FURNISHED PROPERTY LISTING (NOT APPLICABLE TO SEGMENT I)		001	
Attachment 007	OPERATION AND SUPPORT COST SHEETS (OANDS.XLS)		046	
Attachment 008	PRICING SHEETS FOR COMPONENTS, INSTALLATION, TRAINING AND INSTALLATION TRAVEL COSTS (ATSSOL.XLS)		019	
Attachment 009	CLIN EVALUATION WORKSHEET - RANGE COSTS		001	
Attachment 010	DELIVERY ORDER PROPOSAL SAMPLE		001	
Attachment 011	TARGET DRAWINGS		005	
Attachment 012	PRODUCT ACCEPTANCE TEST		004	
Attachment 013	DOCUMENT SUMMARY LIST		002	
Attachment 014	PRICING ASSUMPTIONS		001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995
K-6	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-7	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II	MAY/2001
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 332995.			
(2) The small business size standard is 500.			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b) Representations. (1) The offeror represents as part of its offer that it____is,____is not a small business concern.			
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.			
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a women-owned small business concern.			
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -			
(i) it			
____is			
____is not			
a veteran-owned small business concern.			
(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it			
____is			
____is not			
a service-disabled veteran-owned small business concern.			
(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -			
(i) it			
____is			
____is not			
a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee			

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percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) it
 - ___is
 - ___is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,Tonga, Kirbati, Tuvalu, or Naura).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be

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furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6013)

K-8 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

K-9 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

Name of Offeror or Contractor:

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by on or more women.

(b) Representation. The offeror represents that it ____is,____is not a women-owned business concern.

(End of provision)

(KF7064)

K-10	52.207-4	ECONOMIC PURCHASE QUANTITY - SUPPLIES	AUG/1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

K-11	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	APR/2001
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

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THIS TEXT IS STAYED PER FAC 97-24

(B) Have ()

have not (),

within the 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property;

(C) Are ()

are not ()

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have ()

have not()

within a three-year period preceding this offer, been convicted or or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are()

are not ()

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

THIS TEXT IS STAYED PER FAC 97-24

(ii.) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(A), (B), and (C) of this provision,

has []

has not []

within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -

(1) Been convicted of a Federal or state felony (or ;has any Federal or state felony indictments currently pending against them);

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ()

has not (),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or

Name of Offeror or Contractor:

fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7037)

K-12	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
- ()intends,

()does not intend

(check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

(End of Provision)

(KF7023)

K-13	52.219-22	SMALL DISADVANTAGED BUSINESS STATUS	OCT/1999
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Name of Offeror or Contractor:

(a) General. This provision is used to assess the offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offer represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

____ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the data base maintained by the Small Administration (PRO-Net); or

____ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)____For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124, 1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:
_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

(KF7010)

K-14 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

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Name of Offeror or Contractor:

K-15 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it
 () has developed and has on file,
 () has not developed and does not have on file,
 at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it
 () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

K-16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING OCT/2000

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Note: The offeror must check the appropriate paragraph(s).)

_____ (i) The facility does not manufacture, process, or otherwise use any toxic chemical listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

_____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

_____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_____ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

_____ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

(KF7066)

K-17 52.227-6 ROYALTY INFORMATION APR/1984

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

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Name of Offeror or Contractor:

- (2) Date of license agreement.
- (3) Patent numbers patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)

(KF7002)

K-18 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note:

This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy therequirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable, Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation)

Date of Disclosure Statement:

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Name of Offeror or Contractor:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

() (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50n million or more in the current cost accounting period may not claim this exemption(4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE.

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

(KF7060)

K-19

252.209-7003

COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS

MAR/1998

DFARS

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

(KA7513)

K-20

252.225-7000

BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE

SEP/1999

DFARS

(a) Definitions.

'Domestic end product,' 'qualifying country,' 'qualifying country end product,' and 'nonqualifying country end product' have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonnqualifying country end products.

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin
<div></div>	<div></div>
<div></div>	<div></div>

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item Number	Country of Origin (If known)
<div></div>	<div></div>

Name of Offeror or Contractor:

(End of Provision)

KA7702

K-21	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
DFARS			

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SEGMENT I INSTRUCTIONS

1. These instructions, conditions, and notices are specific to the Small Arms segment that is being procured at this time. The solicitation shall be amended for the procurement of subsequent segments (i.e., Armor Ranges, ERETS Compatible equipment, etc.), and these amendments will contain the instructions, conditions, and notices governing these future procurements. Offerors are not required to propose on all CLINs or Segments to be considered for award.
2. Offerors must comply with the following instructions. Deviations from the instructions may result in an offer being considered inadequate for evaluation purposes. Proposals must be submitted electronically in accordance with clause LS7011, Electronic Bids/Offers.
3. Offers must submit the following as part of their proposal:
 - a. A completed and signed Standard Form 33, Solicitation, Offer and Award
 - b. Completed pricing sheets for Components, Installation, Training and Installation Travel Costs
 - c. Completed Operation and Support Cost Sheets
 - d. Limited Written Technical Proposals in accordance with paragraph 4.a.2 below

Incomplete proposals may be rejected.

4. Awards will be made based on the lowest price technically acceptable source selection process. Technical proposals will be evaluated for acceptability on a go/no-go basis and will not be ranked. The evaluation factors that establish the requirements of acceptability are set forth below. Awards will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price factors. Technical proposals exceeding the Government's acceptability standards shall not be granted extra points or extra consideration in the selection process since technical proposals will be evaluated only on a go/no-go basis. The Government intends to award without discussions, but reserves the right to open discussions at the sole discretion of the Contracting Officer.
 - a. Technical Proposals

Each technical proposal shall consist of two parts: an oral presentation and a limited written proposal. The purpose of the oral presentation is for the offeror to demonstrate how their product meets the requirements and demonstrate their complete understanding of technical requirements and their approach to meeting those technical requirements. The purpose of the limited written technical proposal is to obtain additional information/verification of certain critical elements.

Any written portions of the proposal(s) shall be in the English Language and each page shall be numbered. The font size shall be no smaller than 10 pitch.

(1) Oral Presentations

The Contracting Officer will schedule oral presentations by drawing lots after the receipt of offers. Oral presentations will be scheduled no sooner than five working days after the closing date for receipt of offers. The Contracting Officer will advise offerors of the date and time for presentation of their Oral Technical Proposal(s). The Government reserves the right to reschedule oral presentations at the sole discretion of the Contracting Officer. Oral presentations will be held at TACOM-Rock Island, unless otherwise agreed to by both parties.

A bona fide employee of the offeror, preferably the proposed project manager for any resulting contract, shall make each oral presentation, in person. Offerors may bring no more than a total of three representatives to the oral presentation. Each individual oral presentation shall cover only one of the Performance Descriptions applicable to the CLIN the offeror is submitting a proposal on. To minimize duplication, oral presentations for the Turnkey Small Arms Range Performance Description may cover both CLINs 0001 (Low Technical) and 0002 (High Technical). Likewise, oral presentations for the Lightweight Portable Small Arms Range Performance Description may cover both CLINs 0005 (Basic) and 0006 (Deluxe). Offerors must address each and every paragraph of Section 3, Requirements, in the order they appear in the performance description and explain how they shall meet the performance requirements; a simple "yes, we meet the requirement" will not be acceptable. Offerors must also address any modifications to their existing products that are required to meet all performance description requirements. Total presentation time shall be no longer than 3 hours per performance description. The oral technical presentation shall not address price or price related factors.

All offerors shall document the oral presentations on overhead slides and electronically submit a copy of the slides as part of the Limited Written Technical Proposal. Offerors may submit written narrative to accompany each slide, not to exceed a total of 10 pages

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per presentation. Offerors shall submit written documentation of any modifications to their existing products that are required to meet all performance description requirements, not to exceed a total of 15 pages per presentation. No other written documentation of the oral presentation will be accepted. No changes to this written documentation will be accepted at the time of oral presentations. Offerors are prohibited from taping or recording their own presentation.

After completion of the oral presentation, the Government may request clarification of any of the points addressed which are unclear and may ask for elaboration by the offeror on any point which was not adequately supported in the presentation. Any such interchange between the offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306. The Government will not engage in discussions during the presentation.

The Government will videotape the presentation as follows:

- (1) The three-hour time limit will begin at the Contracting Officer's discretion.
 - (2) The video recording shall begin with the presenter stating their name, position, and company affiliation.
 - (3) The filming of the presentation will be immediately terminated at the completion of the presentation or at the end of the three-hour time limit, whichever occurs first.
 - (4) There will be a 90-minute break while the Government confers privately.
 - (5) The Government and offeror will reconvene to obtain any necessary clarification or conclude the presentation. Clarification will be videotaped and will be considered for evaluation purposes.
 - (6) Upon request, TACOM-RI will provide the offerors with a copy of the tape or recording.
- (2) Limited Written Technical Proposals

The offeror is required to submit the following electronically:

- (a) The written supplements of the oral presentation (copy of slides, optional narrative to supplement slides, and documentation of any modifications to their existing products that are required to meet all performance description requirements)
- (b) A complete plan view of an installed 15-lane MPMG (Fig D-8 of TC 25-8), including all components of the end item range
- (c) An exploded view of one target pit area to include a DSIT, all power devices, all simulators, all ancillary equipment, and any other equipment to be installed in the target pit
- (d) Objective evidence and information that shall not exceed 2 pages per paragraph that fully describes and verifies how their equipment will meet or exceed the requirements of the Performance Description(PD) addressing the following paragraphs:

Turnkey PD

- 3.2.3. Status
- 3.2.8. Availability
 - 3.2.8.1. Ready for training
 - 3.2.8.2. Range Start Up
 - 3.2.8.3. Range shut down
- 3.2.13. Weatherproof/Rustproof
- 3.2.19. Lightning Protection
- 3.2.27. Regeneration Devices
 - 3.3.1.4. Operation Capability
 - 3.3.1.8. Contact Hit Sensor
 - 3.3.3.1. Movement
 - 3.3.3.11. Operational Capability
- 3.5.1. Storage
- 3.5.2. Operating Temperature
- 3.5.3. Humidity
- 3.5.4. Sea Coast
- 3.5.5. Fungus, Rot, or Mildew
- 3.5.6. Desert Conditions
- 3.5.7. Snow and Ice
- 3.5.8. Sunlight
- 3.5.9. Wind

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Note: 3.5.1 through 3.5.9 information is required on each type of target device.

Radio Frequency

- 3.2.3. Status
- 3.2.8. Availability
 - 3.2.8.1. Ready for training
 - 3.2.8.2. Range Start Up
 - 3.2.8.3. Range Shut Down
- 3.2.13. Weatherproof/Rustproof
- 3.2.19. Lightning Protection
- 3.2.28. Regeneration Devices
- 3.3.1.6. Operation Capability
- 3.3.1.11. Contact Hit Sensor
- 3.3.3.1. Movement
- 3.3.3.11. Operational Capability
- 3.4.6. Hand Held Controller
 - 3.4.6.3. Operations
- 3.5.1. Storage
- 3.5.2. Operating Temperature
- 3.5.3. Humidity
- 3.5.4. Sea Coast
- 3.5.5. Fungus, Rot, or Mildew
- 3.5.6. Desert Conditions
- 3.5.7. Snow and Ice
- 3.5.8. Sunlight
- 3.5.9. Wind

Note: 3.5.1 through 3.5.9 information is required on each type of target device.

Hardwired

- 3.2.3. Status
- 3.2.8. Availability
 - 3.2.8.1. Ready for training
 - 3.2.8.2. Range Start Up
 - 3.2.8.3. Range Shut Down
- 3.2.13. Weatherproof/Rustproof
- 3.2.19. Lightning Protection
- 3.3.1.6. Operation Capability
- 3.3.1.11. Contact Hit Sensor
- 3.3.3.1. Movement
- 3.3.3.11 Operational Capability
- 3.5.1. Storage
- 3.5.2. Operating Temperature
- 3.5.3. Humidity
- 3.5.4. Sea Coast
- 3.5.5. Fungus, Rot, or Mildew
- 3.5.6. Desert Conditions
- 3.5.7. Snow and Ice
- 3.5.8. Sunlight
- 3.5.9. Wind

Note: 3.5.1 through 3.5.9 information is required on each type of target device

Lightweight Portable

- 3.2.1. Frequency
- 3.2.3. Status
- 3.2.8 Availability
 - 3.2.8.1. Ready for training
 - 3.2.8.2. Range Start Up
 - 3.2.8.3. Range Shut Down
- 3.2.13. Weatherproof/Rustproof
- 3.2.19 Lightning Protection
- 3.2.28 Regeneration Devices
- 3.3.1.4. Weight

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- 3.3.1.6. Operation Capability
- 3.3.1.11. Contact Hit Sensor
- 3.3.3.1. Movement
- 3.3.3.11 Operational Capability
- 3.4.6. Hand Held Controller
- 3.4.6.3 Operations
- 3.5.1. Storage
- 3.5.2. Operating Temperature
- 3.5.3. Humidity
- 3.5.4. Sea Coast
- 3.5.5. Fungus, Rot, or Mildew
- 3.5.6. Desert Conditions
- 3.5.7. Snow and Ice
- 3.5.8. Sunlight
- 3.5.9. Wind

Note: 3.5.1, through 3.5.9 information is required on each type of target device.

b. Price Proposals

Offerors must submit prices electronically using the attached Microsoft Excel files (ATSSol.xls and OandS.xls). Offerors may insert rows and/or pages, if necessary. A pricing assumptions sheet has been included as attachment 014 to this solicitation for offerors to use in preparation of their pricing proposals.

File ATSSol.xls includes the following worksheets (tabs):

Component Prices (COMPONENT): There are four pages in this worksheet: Turnkey (CLINs 0001 and 0002), Corps of Engineers Hardwired (CLIN 0003), Radio Frequency (CLIN 0004), and Lightweight Portable (CLINs 0005 and 0006). Offerors must complete the appropriate section for each CLIN they want to be considered for award. Hardware prices must be submitted on an end-item basis (i.e. MIT, SIT, SAT, MAT, etc) for various quantity ranges. Note: The quantity ranges may exceed the maximum number of hardware required for a single training range. This is because several ranges may be awarded on the same delivery order and consolidated quantities will be used for determining the hardware unit prices. This is only for hardware costs, not installation costs.

Turnkey Low Tech Installation Costs (INSTALL-TURNKEY-LOW-CONUS and INSTALL-TURNKEY-LOW-OCONUS): These two pages will only be completed by offerors submitting a proposal for CLIN 0001.

Turnkey High Tech Installation Costs (INSTALL-TURNKEY-HIGH-CONUS and INSTALL-TURNKEY-HIGH-OCONUS): These two pages will only be completed by offerors submitting a proposal for CLIN 0002.

Hardwired Installation Costs (INSTALL-HW-CONUS and INSTALL-HW-OCONUS): These two pages will only be completed by offerors submitting a proposal for CLIN 0003.

Radio Frequency Installation Costs (INSTALL-RF-CONUS and INSTALL-RF-OCONUS): These two pages will only be completed by offerors submitting a proposal for CLIN 0004.

Training Costs (TRAINING): All offerors must complete one or more lines on this worksheet, depending on the CLIN(s) you want to be considered for award (i.e., Turnkey Ranges for CLINs 0001 and/or 0002, etc.). Offerors must insert the total cost of training by range type based on the listed geographic zones. All prices must include operator, scenario, maintenance, and continuation training.

Installation Travel Costs (TRAVEL): There are six pages in this worksheet: Turnkey Low Tech (CLIN 0001), Turnkey High Tech (CLIN 0002), Corps of Engineers Hardwired (CLIN 0003), Radio Frequency (CLIN 0004), Basic Lightweight Portable (CLIN 0005), and Deluxe Lightweight Portable (CLIN 0006). All offerors must complete the appropriate page(s) to be considered for award of the respective CLIN. These are the personnel travel costs associated with the installation of hardware. The purpose of segregating travel costs is twofold: to give the offerors a more reasonable basis to estimate firm fixed prices and to avoid the unnecessary and random escalation of installation prices.

File OandS.xls includes the following worksheets (tabs):

General Directions for Completing Operation and Support Costs (GENERAL DIRECTIONS): Offerors are cautioned to read these directions for filling out the Operation and Support Costs worksheets.

Expected Usage Rates (USAGE): This worksheet gives the hardware usage rates for calculating frequency of operation and support tasks.

End Item List (END ITEM LIST): This worksheet identifies the primary components for each range type.

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Turnkey Low Technical (Turnkey (LOW TECH)): Offerors submitting a proposal for CLIN 0001 must complete all pages of this worksheet.

Turnkey High Technical (Turnkey (HIGH TECH)): Offerors submitting a proposal for CLIN 0002 must complete all pages of this worksheet.

Hardwire (Hardwire): Offerors submitting a proposal for CLIN 0003 must complete all pages of this worksheet.

Radio Frequency: Offerors submitting a proposal for CLIN 0004 must complete all pages of this worksheet.

Lightweight Portable: Offerors submitting a proposal for CLIN 0005 must complete all pages of this worksheet.

Deluxe Lightweight Portable: Offerors submitting a proposal for CLIN 0006 must complete all pages of this worksheet.

The Contracting Officer has initially determined that adequate price competition is anticipated for this procurement; therefore, certified cost or pricing data is not required. If the Contracting Officer later determines that certified cost or pricing data is necessary, offerors must provide it within 30 days of the Contracting Officer's request.

*** END OF NARRATIVE L 001 ***

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION - ALTERNATE II	OCT/1997
L-4	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

L-8	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSCBA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from TACOM-ROCK ISLAND, CONTRACTING OFFICER, AMSTA-LC-CTRR, ROCK ISLAND, IL 61299. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

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Name of Offeror or Contractor:

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBGA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBGA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

L-9 30.202-1(a) DISCLOSURE STATEMENT FORM
FAR

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

(LF7011)

L-10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

L-11 52.215-4502 PARTNERING PROCESS APR/1999
TACOM-RI

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

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(LS7010)

L-12 52.215-4510 ELECTRONIC BIDS/OFFERS JUN/2001
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaisbids.ria.army.mil> and click on the icon for additional information.

4. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<http://aais.ria.army.mil/aais/Padds_web/index.html>."

5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

L-13 52.215-4511 ELECTRONIC AWARD NOTICE APR/1999
TACOM-RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

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(End of provision)

(LS7012)

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SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

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If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
M-2	15.304 FAR	EVALUATION FACTORS FOR AWARD (BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH)	DEC/1997

The following are the evaluation factors for award:

1. These evaluation factors for award are specific to the Small Arms segment that is being procured at this time. Future amendments for the procurement of other subsequent segments (i.e., Armor Ranges, ERETS Compatible Equipment, etc.) will contain their own evaluation factors.

2. Any proposal that is considered unacceptable in terms of technical capability, unreasonably high or low price, or contains significant inconsistencies between proposed performance and price may be judged as lacking competence or failing to understand the requirements. In such cases, the proposal may be rejected.

3. Proposals that merely offer to perform the work in accordance with the solicitation, or are so lacking in content and detail that the Government cannot conduct a meaningful evaluation without significant supplemental information are unacceptable and will not be considered for award.

4. The Government intends to evaluate proposals and award contracts without discussions with the offerors. Therefore, each initial offer should contain the offeror's best terms from a technical and price standpoint. However, the Government reserves the right to conduct discussions and request proposal revisions if it is determined to be necessary. The conduct of discussions during the solicitation of this Small Arms segment in no way establishes a requirement to hold discussions on subsequent segments. Awards may be limited, at the sole discretion of the Contracting Officer, to a minimum number of vendors needed to assure adequate competition of delivery orders, adequate capacity to meet user requirements, and attainment of small business goals.

5. The Government reserves the right to not award CLIN 0005, Lightweight Portable Small Arms Range ? Basic, if there are a sufficient number of awards made at reasonable prices under CLIN 0006, Lightweight Portable Small Arms Range ? Deluxe.

6. The evaluation will be based on the lowest price technically acceptable source selection process applied on a CLIN basis only. Technical proposals will be evaluated for acceptability, but not ranked using the non-price factors. Multiple awards will be made for each CLIN to responsible contractors on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-price factors. Proposals will be reviewed and evaluated in two areas: Technical and Price. The Government will evaluate both sub-factors to arrive at an overall assessment of the offeror's products meeting the Government's minimum requirements as stated in each pertinent performance description.

a. Technical: The oral presentation and limited written proposals, together, shall be evaluated to determine whether the offeror's proffered product meets the minimum requirements of the government as identified in the performance descriptions. The evaluation shall be on a ?GO? or ?NO-GO? basis. No extra credit is provided to offerors for exceeding the minimum standard of acceptability established in the performance description. All offers of technically acceptable products, meeting the Government's minimum stated requirements, will be considered technically equal. Products will not be comparatively evaluated. Offerors meeting the minimum criteria will be given a ?GO?. Those not meeting the minimum requirements or requiring major modifications will receive a ?NO-GO?. Technical proposals receiving an overall evaluation of ?NO-GO? shall not be eligible for award regardless of price.

(1) Oral Presentations: The oral presentation (and associated written supplements) will be evaluated for the purpose of determining that the offeror fully understands the requirements and their approach to meeting those technical requirements is reasonable and realistic, and will meet the minimum requirements of the Performance Description.

(2) Limited Written Technical Proposals: The limited written technical proposals will be evaluated to verify the offerors understanding of the requirements and ability to manufacture and install a fully integrated operational training range in accordance

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with the applicable Performance Description.

b. Price: The evaluation will be accomplished using a spreadsheet similar to the Microsoft Excel spreadsheet RangeCosts.xls (Attachment 009). The Government will complete the spreadsheet using one or more pre-determined ?typical? small arms ranges (as described in TC 25-8) at pre-determined locations. The sample ranges and locations are not revealed at this time to insure competitive pricing for all quantity ranges and geographic zones. The Government will input the appropriate proposed prices for hardware, installation, training, travel, and operation and support costs. The total evaluated price for each CLIN will be developed as follows:

Step 1: The total price for each sample range will be calculated on a stand-alone basis (as if each range was a separate order). Under this step, the hardware unit prices for each sample range will be based only on the quantities required for that sample range. The totals for each sample range will be added together.

Step 2: Next, the total price for each sample range will be calculated on an order basis. Under this step, the hardware quantities for all sample ranges will be consolidated to determine the unit prices. The totals for each sample range will be added together.

The total prices developed under Steps 1 and 2 above will be added together to arrive at the total evaluated price. Determination of price reasonableness will be made based on adequate price competition.

Please note: One primary purpose for evaluating operation and support costs is to control the transfer of ownership costs from acquisition to the user. Therefore, operation and support costs will also be evaluated for reasonableness. At the sole discretion of the Contracting Officer, an offer may be rejected if proposed operation and support costs are determined to be too high.

(MF6012)

M-3252.225-7003

INFORMATION FOR DUTY-FREE ENTRY EVALUATION

MAR/1998

DFARS

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?

Yes ()

No ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ()

No ()

(2) Has the duty on such foreign supplies been paid?

Yes ()

No ()

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty?

\$_____.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

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(MA7703)

(End of provision)